OIPE MAR 26 2007 PATENT & TRADEMARK OFFICE

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re patent application of:	Confirmation No.: 7446
PALESE *et al.*	Art Unit: 1636
App. Serial No.: 09/724,427	Examiner: Tara Garvey
Filed: November 28, 2000	Atty. Docket: NS104C1

For: Recombinant Negative Strand RNA Virus Expression Systems and Vaccines

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Assignee's Consent to Correction of Inventorship Under § 1.48(a)(5)

Sir:

Assignee, MedImmune Vaccines, Inc. (a corporation), of the above-identified patent application consents to the correction of inventorship from Peter Palese and Adolfo Garcia-Sastre to Peter Palese, Jeffrey Parvin, and Mark Krystal. A statement in compliance with 37 C.F.R. § 3.73(b) accompanies this submission.

24 March 2007

Date

William C. Bertrand
Senior Vice President and General Counsel

OIPE
MAR 26 2007
PATENT & TRADEMARK OFFICE

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of:
PALESE *et al.*

Confirmation No.: 7446

Art Unit: 1636

App. Serial No.: 09/724,427

Examiner: Tara Garvey

Filed: November 28, 2000

Atty. Docket: 7682-053

For: Recombinant Negative Strand RNA Virus Expression Systems and Vaccines

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Statement Under 37 C.F.R. § 1.48(a)(2)

Sir:

I, Adolfo Garcia-Sastre, am a currently named inventor of the above-identified patent application. I agree that I should be deleted as an inventor of the application. The error naming me as an inventor occurred without deceptive intent on my part.

Dec 5, 2006

Date

Adolfo Garcia-Sastre

O.I.P.E. MAR 26 2007 PATENT & TRADEMARK OFFICE

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of:
PALESE *et al.*

Confirmation No.: 7446

Art Unit: 1636

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Examiner: Tara Garvey

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Atty. Docket: 7682-053

For: Recombinant Negative Strand RNA Virus Expression Systems and Vaccines

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Statement Under 37 C.F.R. § 1.48(a)(2)

Sir:

I, Jeffrey Parvin, should be added as an inventor of the above-identified application. The error omitting me as an inventor occurred without deceptive intent on my part.

11/20/06
Date

Jeffrey Parvin

OIPE MAR 26 2007 PATENT & TRADEMARK OFFICE

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of: Palese *et al.*	Confirmation No.: 7446
Application No.: 09/724,427	Group Art Unit: 1636
Filed: November 28, 2000	Examiner: Tara Garvey
For: RECOMBINANT NEGATIVE STRAND RNA VIRUS EXPRESSION SYSTEMS AND VACCINES	Attorney Docket No.: NS104C1

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Request for Correction of Inventorship Under 37 C.F.R. § 1.48

Sir:

Applicants and assignee respectfully request that the Patent Office amend the inventorship of the above-identified patent application from Peter Palese and Adolfo Garcia-Sastre to Peter Palese, Mark Krystal, and Jeffrey Parvin.

As required under 37 C.F.R. § 1.48, the following supporting documents accompany this petition:

- Statements of Mark Krystal and Jeffrey Parvin (who are being added as inventors) and Adolfo Garcia-Sastre (who is being deleted as an inventor) under 37 C.F.R. § 1.48(a)(2);
- A oath or declaration executed by each of the actual inventors (Peter Palese, Mark Krystal, and Jeffrey Parvin) as required by 37 C.F.R. § 1.63 under 37 C.F.R. § 1.48(a)(3);
- Consent of assignee, MedImmune Vaccines, Inc., under 37 C.F.R. § 1.48(a)(5), to the correction of inventorship; and
- Statement under 37 C.F.R. § 3.73(b) establishing MedImmune Vaccines, Inc.'s entire right, title, and interest in the above-identified patent application. This statement is accompanied by Exhibits 1-3:

03/28/2007 MBERHE 00000045 500479 09724427
01 FC:1464 130.00 DA

- Exhibit 1, certificate of amendment of name change from Aviron to MedImmune Vaccines, Inc.;
- Exhibit 2, redacted copy of a Technology Transfer Agreement between Mount Sinai School of Medicine of the City University of New York and Vector Pharmaceuticals, Inc. downloaded from EDGAR®Online; appended to the EDGAR®Online copy of the Agreement is a partially redacted copy of Exhibit B to the original Technology Transfer Agreement; and
- Exhibit 3, Certificate of Amendment of Amended and Restated Articles of Vector Pharmaceuticals, Inc. (dated February 25, 1993 and filed February 26, 1993 with the office of the Secretary of State of the State of California).

Please charge the fee set forth in 37 C.F.R. § 1.17(i), and any other fee deemed necessary for consideration of this request, to our Deposit Account No. 500479.

3/26/07

Date

Michelle Holmes-Son
Registration Number: 47,660

OIPE IAP47
MAR 26 2007
PATENT & TRADEMARK OFFICE

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of:
PALESE *et al.*

Confirmation No.: 7446

Art Unit: 1636

App. Serial No.: 09/724,427

Examiner: Tara Garvey

Filed: November 28, 2000

Atty. Docket: 7682-053

For: Recombinant Negative Strand RNA Virus Expression Systems and Vaccines

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Statement Under 37 C.F.R. § 1.48(a)(2)

Sir:

I, Mark Krystal, should be added as an inventor of the above-identified application. The error omitting me as an inventor occurred without deceptive intent on my part.

11/27/01
Date

Mark Krystal

OIPE
MAR 26 2002
PATENT & TRADEMARK OFFICE

COMBINED DECLARATION FOR PATENT APPLICATION AND POWER OF ATTORNEY

As a below named inventor, we hereby declare that we believe that we are an original, first and joint inventors of the subject matter which is claimed and for which a patent is sought on the invention entitled:

RECOMBINANT NEGATIVE STRAND RNA VIRUS EXPRESSION SYSTEMS AND VACCINES

the specification of which:

☐ is attached hereto; or

☒ was filed as United States application Serial No. 09/724,427 on November 28, 2000; or

☐ was filed as PCT international application Number on _____ and was amended under PCT Article 19 on _____ (if applicable).

Our residence, post office address and citizenship are as stated below next to our names, And

We hereby state that we have reviewed and understand the contents of the above identified specification, including the claims.

We acknowledge our duty to disclose all information which is known by me to be material to the patentability of this application as defined in 37 C.F.R. §1.56.

We hereby claim the benefit under 35 U.S.C. §119(a)-(d) or §365(b) of any foreign application(s) for patent or inventor's certificate listed below and under 35 U.S.C. §365(a) of any PCT international application(s) designating at least one country other than the United States listed below and have also listed below any foreign application(s) for patent or inventor's certificate or any PCT international application(s) designating at least one country other than the United States for the same subject matter and having a filing date before that of the application the priority of which is claimed for that subject matter:

NONE

We hereby claim the benefit under 35 USC §119(e) of any United States provisional application(s) listed below:

NONE

We hereby claim the benefit under 35 U.S.C. §120 of any United States application(s) listed below and under 35 U.S.C. §365(c) of any PCT international application(s) designating the United States listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in said prior application(s) in the manner required by the first paragraph of 35 U.S.C. §112, I acknowledge the duty to disclose all information known by me to be material to patentability as defined in 37 C.F.R. §1.56 which became available between the filing date(s) of the prior application(s) and the national or PCT international filing date of this application:

07/527,237 filed May 22, 1990
07/925,061 filed August 4, 1992

08/190,698 filed February 1, 1994
08/252,508 filed June 1, 1994
09/106,377 filed 6/29/1998
09/396,539, filed 9/14/1999

We hereby appoint the attorneys and agents associated with **Customer No. 20583**, respectively and individually, as my attorneys and agents, with full power of substitution and revocation, to prosecute this application and to transact all business in the Patent and Trademark Office connected therewith.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. §1001 and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

POWER OF ATTORNEY: As a named inventor, we hereby appoint the registered practitioners of MedImmune, Inc. included in the Customer Number provided below to prosecute this application and to transact all business in the Patent and Trademark Office connected therewith, and direct that all correspondence be addressed to that Customer Number.

Customer Number: 20583
Direct Telephone Calls To:
Laura Coruzzi
212-326-3939

INVENTOR #1

Full name	:	Peter PALESE
Signature	:	_____
Date	:	_____ (MM/DD/YY)
Citizenship	:	US
Residence	:	Leonia, NJ
P.O.Address	:	414 Highwood Avenue Leonia, NJ 07605

[SIGNATURES CONTINUED ON NEXT PAGE]

INVENTOR #2

Full name : Mark KRYSTAL

Signature : _____

Date : _____
(MM/DD/YY)

Citizenship : US

Residence : Westport, CT
P.O.Address : 12 Salem Road
Westport, CT 06880

INVENTOR #3

Full name : Jeffrey PARVIN

Signature : _____

Date : 11/20/06
(MM/DD/YY)

Citizenship : US

Residence : Lincoln, MA
P.O.Address : 109 Old Sudbury Road
Lincoln, MA 01773

OIPE IAP47
MAR 26 2007
PATENT & TRADEMARK OFFICE

COMBINED DECLARATION FOR PATENT APPLICATION AND POWER OF ATTORNEY

As a below named inventor, we hereby declare that we believe that we are an original, first and joint inventors of the subject matter which is claimed and for which a patent is sought on the invention entitled:

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the specification of which:

☐ is attached hereto; or

☒ was filed as United States application Serial No. 09/724,427 on November 28, 2000; or

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I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. §1001 and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

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Customer Number: 20583
Direct Telephone Calls To:
Laura Coruzzi
212-326-3939

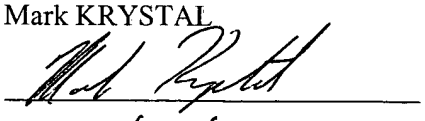
INVENTOR #1

Full name	:	Peter PALESE
Signature	:	_____
Date	:	_____ (MM/DD/YY)
Citizenship	:	US
Residence	:	Leonia, NJ
P.O.Address	:	414 Highwood Avenue Leonia, NJ 07605

[SIGNATURES CONTINUED ON NEXT PAGE]

INVENTOR #2

Full name : Mark KRYSTAL

Signature : 

Date : 11/27/06
(MM/DD/YY)

Citizenship : US

Residence : Westport, CT
P.O.Address : 12 Salem Road
Westport, CT 06880

INVENTOR #3

Full name : Jeffrey PARVIN

Signature : _____

Date : _____
(MM/DD/YY)

Citizenship : US

Residence : Lincoln, MA
P.O.Address : 109 Old Sudbury Road
Lincoln, MA 01773

OIPE MAR 26 2007 PATENT & TRADEMARK OFFICE

COMBINED DECLARATION FOR PATENT APPLICATION AND POWER OF ATTORNEY

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the specification of which:

☐ is attached hereto; or

☒ was filed as United States application Serial No. 09/724,427 on November 28, 2000; or

☐ was filed as PCT international application Number on _____ and was amended under PCT Article 19 on _____ (if applicable).

Our residence, post office address and citizenship are as stated below next to our names, And

We hereby state that we have reviewed and understand the contents of the above identified specification, including the claims.

We acknowledge our duty to disclose all information which is known by me to be material to the patentability of this application as defined in 37 C.F.R. §1.56.

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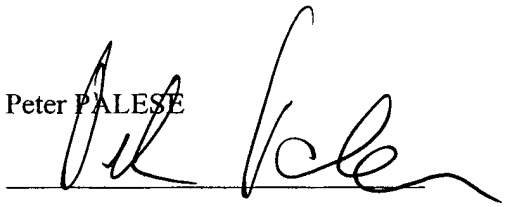
I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. §1001 and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

POWER OF ATTORNEY: As a named inventor, we hereby appoint the registered practitioners of MedImmune, Inc. included in the Customer Number provided below to prosecute this application and to transact all business in the Patent and Trademark Office connected therewith, and direct that all correspondence be addressed to that Customer Number.

Customer Number: 20583
Direct Telephone Calls To:
Laura Coruzzi
212-326-3939

INVENTOR #1

Full name : Peter PALESE

Signature : 

Date : _____
(MM/DD/YY)

Citizenship : US

Residence : Leonia, NJ
P.O.Address : 414 Highwood Avenue
Leonia, NJ 07605

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INVENTOR #2

Full name : Mark KRYSTAL

Signature : _____

Date : _____
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Citizenship : US

Residence : Westport, CT
P.O.Address : 12 Salem Road
Westport, CT 06880

INVENTOR #3

Full name : Jeffrey PARVIN

Signature : _____

Date : _____
(MM/DD/YY)

Citizenship : US

Residence : Lincoln, MA
P.O.Address : 109 Old Sudbury Road
Lincoln, MA 01773

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

application of:	Confirmation No.: 7446
PALESE *et al.*	Art Unit: 1636
App. Serial No.: 09/724,427	Examiner: Tara Garvey
Filed: November 28, 2000	Atty. Docket: NS104C1

For: Recombinant Negative Strand RNA Virus Expression Systems and Vaccines

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Statement Under 37 CFR 3.73(b)

Sir:

MedImmune Vaccines, Inc., establishes its entire right, title, and interest in the above-identified patent application by a chain of titles from the inventors of the above-identified patent application to the current assignee as follows:

- An assignment from inventor Peter Palese of the above-identified patent application to Mt. Sinai School of Medicine of the City University of New York ("Mt. Sinai"). The document was recorded in the United States Patent and Trademark Office at Reel 007330, Frame 0591.
- An assignment from inventors Mark Krystal and Jeffrey Parvin of the above-identified patent application to Mt. Sinai. The document was recorded in the United States Patent and Trademark Office at Reel 018616, Frame 0175.
- An assignment from Mt. Sinai to Aviron, Inc. (now MedImmune Vaccines, Inc.) and a Technology Transfer Agreement between Mt. Sinai and Vector (now MedImmune Vaccines, Inc.).

 --The assignment from Mt. Sinai to Aviron, Inc. was recorded in the United States Patent and Trademark Office at Reel 006949, Frame 0905. Aviron,

Inc. changed its name to MedImmune Vaccines, Inc. in an amendment dated April 10, 2002. See accompanying Certificate of Amendment, Exhibit 1.

--The Technology Transfer Agreement between Mt. Sinai and Vector sets forth Vector's right, title, and interest to the above-identified patent application at, for example, §§ 1.4, 2.6, 3.1, and Exhibit B to the Agreement. A redacted copy of the Technology Transfer Agreement between Mt. Sinai and Vector, obtained from EDGAR®Online, is provided at Exhibit 2. Please note that the EDGAR®Online copy of the Agreement redacted Exhibit B to the Agreement in its entirety. Therefore, a partially redacted copy of Exhibit B to the *original* Agreement is appended to the EDGAR®Online copy of the Agreement. Vector changed its name to Aviron, Inc. as shown in the accompanying Certificate of Amendment of Amended and Restated Articles of Incorporation of Vector Pharmaceuticals, Inc. (dated February 25, 1993 and filed February 26, 1993 with the office of the Secretary of State of the State of California), Exhibit 3. As discussed above, Aviron, Inc. changed its name to MedImmune Vaccines, Inc. in an amendment dated April 10, 2002, Exhibit 1.

The undersigned, William C. Bertrand, is authorized to act on behalf of MedImmune Vaccines, Inc.

24 March 2003

Date

William C. Bertrand
Senior Vice President and General Counsel

EXHIBIT 1

Delaware

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "AVIRON", CHANGING ITS NAME FROM "AVIRON" TO "MEDIMMUNE VACCINES, INC.", FILED IN THIS OFFICE ON THE TENTH DAY OF APRIL, A.D. 2002, AT 11 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

2600915 8100

020228733

AUTHENTICATION: 1712941

DATE: 04-10-02

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 11:00 AM 04/10/2002
020228732 – 2600915

AVIRON

CERTIFICATE OF AMENDMENT TO AMENDED AND RESTATED CERTIFICATE OF INCORPORATION

AVIRON, a corporation organized and existing under the laws of the State of Delaware (the "Corporation"), hereby certifies as follows:

1. The Board of Directors of the Corporation, acting by the Written Consent of its Sole Director, duly adopted, pursuant to Section 242 of the General Corporation Law of the State of Delaware (the "GCL"), resolutions setting forth this proposed Amendment to the Amended and Restated Certificate of Incorporation of said Corporation and declaring said Amendment to be advisable and directing that such Amendment be presented to the sole stockholder of the Corporation for consideration and approval;

2. The stockholder of the Corporation, acting by the Written Consent of its Sole Stockholder, approved and adopted this proposed Amendment to the Restated Certificate of Incorporation of said Corporation in accordance with Section 242 of the GCL;

3. Article 1 of the Amended and Restated Certificate of Incorporation of the Corporation, dated January 15, 2002, is hereby amended to read in full as follows:

"The name of the Corporation is: MedImmune Vaccines, Inc."

IN WITNESS WHEREOF, AVIRON has caused this Certificate to be signed by David M. Mott, Chief Executive Officer, this day 10 of April 2002.

AVIRON

By: _____
David M. Mott
Chief Executive Officer

EDGAR Online

EXHIBIT 2

New Users - Try EDGAR Online for 2 Days - only $9.95!

Existing EDGAR Online Users - Login

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Home | Filings | Profile | Financials | Ownership | Global | IPO's | Transcripts

People Search | My Searches and Alerts | My Folders

SEARCH | Filings

Vector Electrolysis
Hair Removal System - In-Stock
Free UPS 2-Day Same Day shipping
www.zalmar.com

Mount Sinai Zip Code
Search by Name, Business, Area Code Zip Code, Reverse & More. All Free!
www.WhitePages.com

Free Vector iMobile
Powers & Recharges iPod In Vehicle. Act Now!
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Get Our Fre
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AVIRON
Form:S-1 Filing Date:6/5/1996 Jump to : -- Use Sections To Navigate Through The Document --

EXHIBIT 10.2

CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT HAS BEEN DELETED, AS MARKED BY BRACKETS, AND HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO RULE 406 OF THE SECURITIES ACT OF 1933, AS AMENDED.

TECHNOLOGY TRANSFER AGREEMENT

This Technology Transfer Agreement (the "Agreement") is made and entered into as of February 9, 1993, by and between MOUNT SINAI SCHOOL OF MEDICINE OF THE CITY UNIVERSITY OF NEW YORK, a corporation organized and existing under the laws of New York ("MOUNT SINAI"), and VECTOR PHARMACEUTICALS, INC., a corporation organized and existing under the laws of California ("VECTOR").

ARTICLE 1

BACKGROUND

1.1 VECTOR is in the business of developing preventative, therapeutic and diagnostic products for humans, plants and animals.

1.2 MOUNT SINAI is a School of Medicine which engages in research and teaching in the biomedical sciences and which is the assignee of certain Property (as hereinafter defined) developed in the conduct of those activities.

1.3 MOUNT SINAI and VECTOR have entered into a Stock Issuance Agreement on even date herewith, in the form attached hereto as Exhibit A, pursuant to which MOUNT SINAI will be issued shares of VECTOR's common stock (the "Stock Issuance Agreement").

1.4 VECTOR is desirous of obtaining, and MOUNT SINAI is willing to assign, sell, transfer and convey in

CONFIDENTIAL TREATMENT REQUESTED

consideration for the VECTOR common stock to be issued pursuant to the Stock Issuance Agreement, all right, title and interest, on a worldwide basis, in and to the Property (as defined below).

ARTICLE 2

DEFINITIONS

2.1 The term "AFFILIATE" shall mean, with respect to each party, any entity which controls, is controlled by or is under common control with that party.

2.2 The term "INVENTORS" shall mean [

]

2.3 The term "FDA" shall mean the United States Food and Drug Administration.

2.4 The term "RELATED TECHNOLOGY" shall mean (i) all patentable information, discoveries, inventions, and the like other than those claimed in the Patent Rights or MOUNT SINAI Improvements, and any and all patent rights relating thereto, the use of which pertains to [

CONFIDENTIAL TREATMENT REQUESTED

] and
which are not otherwise subject to the rights or any third party, but only to the extent such discovery, invention and the like shall have occurred or been reduced to practice during the period extending from [

]

2.5 The term "PRODUCT" shall mean any substance, composition or article of manufacture covered by a claim of one or more of the patents or patent applications contained in the Patent Rights or the Mount Sinai Improvements, to the extent acquired by VECTOR pursuant to Section 3.4.

2.6 The term "PATENT RIGHTS" shall mean all information, inventions or discoveries covered by the patents and patent applications listed on Exhibit B hereto ("Inventions"), and any and all patents issuing therefrom, owned by MOUNT SINAI or any MOUNT SINAI Affiliate. "Patents" as used in this Agreement shall include, without limitation, all substitutions, divisionals, reissues, continuations, continuations-in-part that cover Inventions specifically described in the

CONFIDENTIAL TREATMENT REQUESTED

patents and applications listed in Exhibit B, inventors' certificates and all foreign counterparts of the aforementioned which MOUNT SINAI now owns or hereafter acquires and which MOUNT SINAI has the lawful right to assign and disclose.

2.7 The term "MOUNT SINAI IMPROVEMENTS" shall mean all modifications, revisions or improvements to the Inventions and any and all patent rights relating thereto which are commercially necessary for the development, manufacture, use or sale of the Inventions or Products, in which MOUNT SINAI in the future acquires any interest and with regard to which MOUNT SINAI has the lawful right to disclose and assign, but only to the extent such modification, revision or improvement shall have occurred or been reduced to practice from the date of filing of the patent applications listed, or the patent applications underlying an issued patent listed, on Exhibit B hereto, up to and including the one (1) year period following the effective date of this Agreement and only to the extent such modification, revision or improvement was []

2.8 The term "TECHNICAL INFORMATION" shall mean (i) all know-how, trade secrets, data, processes, reagents, samples of assay components, media and/or cell lines; and (ii) procedures and formulations for producing any such assay components, models, procedures, devices,

CONFIDENTIAL TREATMENT REQUESTED

methods, formulas, protocols; and (iii) information: (a) necessary for the practice and commercial exploitation of the Inventions contained within the Patent Rights, or to the extent VECTOR exercises its option in accordance with the provisions of Section 3.4, any MOUNT SINAI Improvements; and (b) which are [

] owned or
acquired by MOUNT SINAI and which MOUNT SINAI has the lawful right to assign and disclose; and (c) which [

] Technical
Information shall include, without limitation, all medical, pharmacological, toxicological and other scientific data relating to any Product.

2.9 The term "PROPERTY" shall mean all Patent Rights and Technical Information.

ARTICLE 3

ASSIGNMENT OF RIGHTS

3.1 ASSIGNMENT OF PROPERTY. In consideration of the issuance by VECTOR of shares of its Common Stock and the Warrants, as further set forth in Article 5, MOUNT SINAI hereby assigns to VECTOR, effective upon receipt by MOUNT SINAI of the shares of Common Stock and Warrants, as provided in Article 5, all of its rights, title and interest in and to the Property, and upon such request by VECTOR, MOUNT SINAI agrees to promptly execute

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assignment and other documents, testify and take other acts, at VECTOR's expense and as reasonably requested by VECTOR, in order to apply for and obtain, in VECTOR's name and for its benefit, patents, trade secrets, and all other technology and intellectual property rights throughout the world related to any of the Property and, to the extent VECTOR exercises its option in accordance with the provisions of Section 3.4, any MOUNT SINAI Improvements, and to transfer, effect, confirm, perfect, record, preserve, protect and enforce all rights, title and interest transferred hereunder.

3.2 LIMITATIONS ON ASSIGNMENT. The rights and interests assigned under

Section 3.1 are subject to the following limitations:

(a) GOVERNMENT RIGHTS. VECTOR understands that the Property may have been developed under a funding agreement with the Government of the United States of America (the "Government") and, if so, that the Government may have certain rights relative thereto, including, but not limited to those arising under 35 U.S.C. Sections 200-212 and the regulations promulgated thereunder. This Agreement is explicitly made subject to the Government's rights under any such agreement and any applicable law or regulation. To the extent that there is a conflict between any such agreement, applicable law or regulation and this Agreement, the terms of such

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Government agreement, applicable law or regulation shall prevail.

(b) RIGHTS OF THIRD PARTY FUNDING SOURCES. VECTOR understands that portions of the Property may have been developed and/or discovered by the Inventors pursuant to funds supplied pursuant to contractual relationships between one or more of the Inventors and third party, non-Governmental funding entities ("Funding Entities"), and if so, that such Funding Entities may have or may believe themselves to have, certain rights relative thereto with respect to the

Property and VECTOR further acknowledges that in that event it shall have no rights against MOUNT SINAI regarding any such technology.

(c) RETAINED RIGHTS. VECTOR hereby grants MOUNT SINAI a fully-paid, royalty-free, irrevocable, non-exclusive license to make, have made and use the Inventions contained within the Patent Rights, and the Technical Information, for educational, research and other non-commercial purposes only, including the right to publish the scientific findings from research related to the Property in scholarly journals and publications and to make scientific presentations.

3.3 MOUNT SINAI AND THE INVENTORS. VECTOR understands that MOUNT SINAI's ongoing obligations apply only to the extent that MOUNT SINAI has the lawful right

to disclose and assign the Property. VECTOR further understands and agrees that some Inventors are not currently, have never been, or may not in the future be employed by MOUNT SINAI and are not subject to the conditions of employment with MOUNT SINAI, including MOUNT SINAI's faculty rules. Further, VECTOR agrees that MOUNT SINAI is not required to and has no obligation to VECTOR under this Agreement or otherwise to make certain that the Inventors comply with the terms of this Agreement or with the terms and conditions of MOUNT SINAI's policies or its faculty rules.

3.4 MOUNT SINAI IMPROVEMENTS. MOUNT SINAI hereby grants to VECTOR an option to acquire any MOUNT SINAI Improvements in accordance with the provisions of this Section 3-4. MOUNT SINAI agrees to notify VECTOR in writing of any MOUNT SINAI Improvements within [] business days of the filing of an invention disclosure statement with MOUNT SINAI's Dean's office or its Office of Science and Technology Development concerning such MOUNT SINAI Improvement, pursuant to MOUNT SINAI's policies, by one or more of the Inventors. VECTOR shall have a period of [] with a right to extend such period for an additional [] with the prior written consent of MOUNT SINAI, not to be withheld unreasonably, after receipt of such notice in which to notify MOUNT SINAI in writing of its desire to exercise

its option with respect to such MOUNT SINAI Improvement. If VECTOR exercises its option with respect to such MOUNT SINAI Improvement, such MOUNT SINAI Improvement shall promptly thereafter be assigned as provided for in Section 3.1, and Exhibit B shall be amended accordingly. In the event VECTOR fails to deliver to MOUNT SINAI a notice of election to exercise such option, or notifies MOUNT SINAI that it elects not to exercise such option, VECTOR shall have no further rights with respect to such MOUNT SINAI Improvement, and in such event, MOUNT SINAI shall be free to license, assign or otherwise develop or dispose of such MOUNT SINAI Improvement.

3.5 DELIVERY OF TANGIBLE PROPERTY. As soon as practicable after the effective date of this Agreement or the effective date of VECTOR's exercise of its option pursuant to Section 3.4, as the case may be, but in no event later than [] after such effective date (unless otherwise requested by VECTOR), MOUNT SINAI shall cause to be delivered to VECTOR, at VECTOR's expense, any and all tangible manifestations of the Property which are produced by the Inventors and which are in MOUNT SINAI's possession and control, including, without limitation, [

]in its control which are necessary for the

CONFIDENTIAL TREATMENT REQUESTED

preparation or practice of the Inventions covered by the Patent Rights, or, to the extent VECTOR has exercised its option in accordance with the provisions of

Section 3.4., MOUNT SINAI Improvements. [] MOUNT SINAI each retain the right to refrain from producing the above materials if, in their respective opinion, such release would be inappropriate after taking into consideration [

]

3.6 RELATED TECHNOLOGY. MOUNT SINAI shall notify VECTOR of any Related Technology by a writing referring to this provision [] days of learning of such Related Technology, in sufficient detail to the extent such information is available to MOUNT SINAI [] Upon receipt of such disclosure, VECTOR shall have the opportunity to negotiate exclusively with MOUNT SINAI for the terms of a license or assignment to such Related Technology provided VECTOR so notifies MOUNT SINAI in writing within [] of receipt of such disclosure written notice of its intent to so

negotiate. In the event VECTOR decides not to exercise its right of first negotiation, the remainder of this provision shall be of no further force and effect as to that Related Technology. In the event VECTOR decides to exercise its right of first negotiation, both parties will negotiate in good faith for a period of 120

days to license or assign the technology. If no agreement is reached after the expiration of the 120 day period, MOUNT SINAI shall be free to license, assign or otherwise develop or dispose of such Related Technology. Notwithstanding the foregoing sentence, MOUNT SINAI shall not license, assign or otherwise develop or dispose of such Related Technology to a third party on terms substantially less favorable to MOUNT SINAI than those last offered by VECTOR.

ARTICLE 4

REPRESENTATIONS AND WARRANTIES

4.1 OWNERSHIP OF THE PROPERTY. MOUNT SINAI represents and warrants that (i) it has received an assignment of the rights of the Inventors in and to the Patent Rights and has recorded each such Assignment with the United States Patent and Trademark Office, (ii) except as otherwise provided herein, MOUNT SINAI has not granted any license or made any assignment of the Patent Rights and knows of no obligation to grant any such license or to make any such assignment, (iii) MOUNT SINAI knows of no liens, encumbrances, agreements or understandings of any kind, either written, oral or implied which would have a material adverse effect on VECTOR's rights hereunder, except as set forth in Exhibit C hereto, which Exhibit C sets forth all

information known to MOUNT SINAI, and (iv) the execution, delivery and performance of this Agreement does not conflict with, constitute a breach of, or in any way violate any arrangement, understanding or agreement of which MOUNT SINAI has knowledge.

4.2 NO INFRINGEMENT BY MOUNT SINAI. MOUNT SINAI represents and warrants that it has no knowledge that any individual or entity has asserted that MOUNT SINAI, or any employee, agent, representative or other person affiliated with

MOUNT SINAI is infringing or has infringed any foreign or domestic patent or has misappropriated or improperly used or disclosed any trade secret, confidential information or know-how which relates in any manner to the subject matter of this Agreement.

4.3 NO INFRINGEMENT. MOUNT SINAI represents and warrants that it has no knowledge that any person or individual is infringing or has infringed any Patent Rights or has misappropriated or improperly used or disclosed any trade secret, confidential information, or know-how which relates in any manner to the subject matter of this Agreement.

4.4 PATENT PROCEEDINGS. MOUNT SINAI represents and warrants that it has no knowledge that any patent application within the Patent Rights is the subject of any pending interference, opposition,

cancellation or other protest proceeding, except as otherwise set forth in Exhibit C.

4.5 KNOWLEDGE OF THIRD PARTY PATENTS. MOUNT SINAI represents and warrants that it has no knowledge of any foreign or domestic patent or patent application which is reasonably expected by MOUNT SINAI to restrict VECTOR from manufacturing, using or selling any Product or any portion of the Technical Information.

4.6 WARRANTY DISCLAIMER. Notwithstanding the foregoing, nothing in this Agreement is or shall be construed as:

(i) a warranty or representation by MOUNT SINAI as to the validity or scope of any patent or patent application within the Patent Rights;

(ii) a warranty or representation that anything made, used, sold or otherwise disposed of under any license granted in this Agreement is or will be free from infringement of patents, copyrights and other rights of third parties;

(iii) a warranty or representation that the Inventors have not entered into arrangements with third parties unbeknownst to MOUNT SINAI, other than those set forth in Exhibit C hereto, which may be inconsistent with the assignment of the entire rights of the Inventors in and to the Property.

4.7 NO WARRANTY OF MERCHANTABILITY OR FITNESS

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FOR PARTICULAR PURPOSE. MOUNT SINAI MAKES NO REPRESENTATION AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. MOUNT SINAI FURTHER AFFIRMATIVELY STATES THAT IT HAS NO INFORMATION WHATSOEVER REGARDING VECTOR'S INTENDED USE OR DEVELOPMENT OF THE PRODUCTS.

4.8 MOUNT SINAI KNOWLEDGE. For the purpose of this Agreement, information, data, knowledge or material available or in the possession of an Inventor, regardless of whether the Inventor is an employee of MOUNT SINAI, is [

]

ARTICLE 5

CONSIDERATION FOR ASSIGNMENT

For the consideration as set forth herein, VECTOR will issue to MOUNT SINAI no sooner than five days after execution of this Agreement:

5.1 One hundred seventy-five thousand (175,000) shares of VECTOR's Common Stock pursuant to the Stock Issuance Agreement.

5.2 Three (3) warrants, in the forms and

CONFIDENTIAL TREATMENT REQUESTED

pursuant to the terms attached hereto as Exhibits D-1, D-2 and D-3, respectively, to purchase up to 225,000 shares of VECTOR'S Series A Preferred Stock (individually, a "Warrant" and collectively, the "Warrants"), each exercisable for a term of five (5) years, commencing upon the occurrence of the following milestone events and with respect to the following amounts:

(a) the first Warrant to be exercisable with respect to [] shares to be issued upon [

]

(b) the second Warrant to be exercisable with respect to [] shares to be issued upon [

]

(c) the third Warrant to be exercisable with respect to [] shares upon [

]

5.3 The Warrants shall be exercisable at such a price per share as set forth in the Warrants under

Paragraph 3, "Purchase Price."

ARTICLE 6

ASSUMPTION OF RISK, RELEASE,

INDEMNIFICATION AND INSURANCE

6.1 VECTOR assumes all risk for loss or damage arising out of a Product.

MOUNT SINAI and its representatives assume no responsibility for and are hereby released from any losses or damages which may arise out of a Product (including, without limitation, losses related to personal injury and property damage and all general, direct, special, incidental, exemplary, punitive and/or consequential damages), whether due to MOUNT SINAI's or its representatives' sole, joint or several negligence (whether active or passive) or otherwise. VECTOR agrees to defend, indemnify and save harmless MOUNT SINAI and its representatives from and against all claims, liabilities, damages, lawsuits, losses and expenses (including attorney's fees) alleged to be caused by or have arisen out of a Product, whether due to MOUNT SINAI's or its representatives' sole, joint or several negligence (whether active or passive) or otherwise.

6.2 INSURANCE. VECTOR shall obtain a commercially prudent amount of insurance covering any personal injury or property damage that may arise out of VECTOR's or its Transferee's use, sale or distribution of

the Product and to add MOUNT SINAI as an additional insured on each such policy. It is expressly agreed and understood that no insurance company, insurer or bonding company or their successors or assigns shall have any rights of subrogation or other rights against MOUNT SINAI or its representatives.

ARTICLE 7

CONFIDENTIAL INFORMATION

MOUNT SINAI and VECTOR each agree that all information contained in documents marked "Confidential" ("Confidential Information") which are forwarded to one by the other shall be received in strict confidence, used only for the purposes of this Agreement, and not disclosed by the recipient party, its agents or employees without the prior written consent of the other party, unless such Confidential Information (i) was in the public domain at the time of disclosure,

(ii) later became part of the public domain through no act or omission of the recipient party, its employees, agents, successors, or assigns, (iii) was lawfully disclosed to the recipient party by a third party having the right to disclose it, or (iv) was already known by the recipient at the time of disclosure. Each party's obligation of confidence hereunder shall be fulfilled by using the same degree of care with the other party's Confidential

Information as it uses to protect its own Confidential Information. MOUNT SINAI and VECTOR each further agree to treat as Confidential Information the terms and provisions of this Agreement, except with respect to clause (ix) below and except that MOUNT SINAI may, at its sole option, disclose the terms and provisions of this Agreement to the Inventors provided that each Inventor executes a confidentiality agreement substantially in the form attached hereto as Exhibit E. Nothing contained herein shall prevent MOUNT SINAI or VECTOR or their respective Transferees from disclosing information, except for Confidential Information, to the extent such information is required to be disclosed (v) in connection with the securing of necessary governmental authorization for VECTOR or its Transferees' manufacture, use or sale of a Product, (vi) for the purpose of VECTOR or its Transferees' compliance with governmental regulations, or (vii) for the purpose of licensing or distribution and sale of any Product, (viii) in connection with the development, manufacture, use or sale of any Product, or (ix) in connection with VECTOR's financing efforts.

CONFIDENTIAL TREATMENT REQUESTED

ARTICLE 8

PATENTS AND COSTS

VECTOR shall reimburse MOUNT SINAI for all out-of-pocket legal fees, costs and expenses incurred in connection with the preparation, filing, prosecution and maintenance of the patents and patent applications reflected on Exhibit B (the "Patent Costs") incurred [] In addition, VECTOR shall reimburse MOUNT SINAI for all Patent Costs incurred [

] under the following circumstances and according to the following schedule: [] of the Patent Costs attributable to [] shall be payable by VECTOR on [

] The remaining

[] of such Patent Costs shall be payable by

VECTOR [

]

ARTICLE 9

INTELLECTUAL PROPERTY

9.1 DEFENSE OF THIRD PARTY INFRINGEMENT SUITS.

In the event any Product manufactured or sold by VECTOR or its Transferee becomes the subject of a claim for patent, trade secret or other proprietary right infringement anywhere in the world, VECTOR shall promptly notify MOUNT SINAI. MOUNT SINAI shall have the right, but not the obligation, at its sole option and at its own expense, to participate in any suit which may be brought by VECTOR.

9.2 SUITS AGAINST INFRINGING THIRD PARTIES. In the event either party becomes aware of any actual or threatened infringement of the Property, that party shall promptly notify the other. VECTOR or its Transferee shall be entitled to prosecute any and all infringements of any proprietary rights in the Property, at its own expense. All monetary compensation awarded in connection with any infringement suit under this Section shall be paid to VECTOR or its Transferee.

9.3. COOPERATION. MOUNT SINAI agrees to cooperate with and assist VECTOR, as reasonably requested by VECTOR and at VECTOR's expense, in any claims or suits undertaken by VECTOR pursuant to Sections 9.1 and 9.2, and VECTOR shall keep MOUNT SINAI informed as to the status of the defense or prosecution of the same.

ARTICLE 10

MISCELLANEOUS

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CONFIDENTIAL TREATMENT REQUESTED

10.1 PROMOTIONAL ADVERTISING. VECTOR agrees not to identify MOUNT SINAI in any promotional advertising or other promotional materials to be disseminated to the public or any portion thereof, or to use the name of any MOUNT SINAI employee, former employee, or trademark, service mark, trade name, or symbol of MOUNT SINAI, or that is associated with them, without MOUNT SINAI's or such employee's, prior written consent, except materials used in connection with VECTOR's financing efforts, which representation must be accurate and appropriate. For example, VECTOR or its Transferees may not represent that MOUNT SINAI endorses or approves any of its financing efforts. Notwithstanding the foregoing, VECTOR may disclose the names of MOUNT SINAI and the Inventors to prospective investors, lenders, or partners and may [

] (or any
subsequent title for purposes of identification) [
] in any VECTOR materials.

10.2 ENTIRE AGREEMENT. This Agreement, the Stock Issuance Agreement and the Warrants contain the entire agreement and understanding between the parties with respect to the subject matter hereof, and merge all prior discussions, representations and negotiations, either written or oral, between the parties with respect

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CONFIDENTIAL TREATMENT REQUESTED

to the subject matter of this Agreement. Nothing herein is intended to limit, expand, or otherwise affect the terms of the Stock Issuance Agreement.

10.3 ASSIGNMENT. This Agreement shall not be assignable by either party except that VECTOR may assign this agreement to an Affiliate or to a corporation with which it merges or which owns all or substantially all of VECTOR's stock. In the event that this Agreement is properly assigned it shall be binding upon and inure to the benefit of MOUNT SINAI, VECTOR and their respective assigns and successors in interest. Any assignment which is not in accordance with this

Section 10.3 will be void. Nothing contained in this Agreement shall be construed as limiting in any way VECTOR's right and ability to sell, license, lease or otherwise transfer the Property.

10.4 HEADINGS. The headings used in this Agreement are for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

10.5 CONSULTING. MOUNT SINAI hereby agrees to grant, upon execution of this Agreement, an exemption [] from the rules governing the conduct of faculty of MOUNT SINAI, so as to allow [] to consult with and for VECTOR, to enter into a consulting agreement with VECTOR and, in the course of such engagement as a consultant, [

CONFIDENTIAL TREATMENT REQUESTED

]except that this will not include [

]

10.6 AMENDMENT. No amendment or modification hereof shall be valid or binding upon the parties unless made in writing and signed by both parties.

10.7 FORCE MAJEURE. Any delays in performance by any party under this Agreement shall not be considered a breach of this Agreement if and to the extent caused by occurrences beyond the reasonable control of the party effected, including but not limited to, acts of God, embargoes, governmental restrictions, strikes or other concerted acts or workers, fire, flood, explosion, riots, wars, civil disorder, rebellion or sabotage. The party

suffering such occurrence shall immediately notify the other party and any time for performance hereunder shall be extended by the actual time of delay caused by the

occurrence.

10.8 ADDRESSES. The reports to be made hereunder to MOUNT SINAI shall be made by mailing the reports to MOUNT SINAI's address. Notices provided for herein shall effectively be given by mailing the same by certified or registered mail, properly addressed. For the purposes of making payments and giving notices, the addresses of the parties hereto are as follows:

If to MOUNT SINAI: The Mount Sinai School of Medicine
One Gustave L. Levy Place
New York, NY 10029-6574

Attention: Director, Office of
Science and Technology
Development

If to VECTOR: Vector Pharmaceuticals, Inc.
1815 Old Country Road
Belmont, CA 94002
Attention: President

or to such subsequent addresses as either party may furnish the other by giving notice thereof as provided in this Section 10-8.

10.9 INDEPENDENT CONTRACTORS. In making and performing this Agreement, MOUNT SINAI and VECTOR act and shall act at all times as independent contractors and nothing contained in this Agreement shall be construed or implied to create an agency, partnership or employer and employee relationship between MOUNT SINAI and VECTOR. At no time shall one party make commitments or incur any charges or expenses for or in the name of the other party except as specifically provided herein.

10.10 SEVERABILITY. If any term, condition or provision of this Agreement is held to be unenforceable for any reason, it shall, if possible, be interpreted rather than voided, in order to achieve the intent of the parties to this Agreement to the extent possible. In any event, all other terms, conditions and provisions of this Agreement shall be deemed valid and enforceable to the full extent.

10.11 WAIVER. None of the terms, covenants, and conditions of this Agreement can be waived except by the written consent of the party waiving compliance.

10.12 APPLICABLE LAW. This Agreement shall be construed, interpreted, and applied in accordance with the laws of the State of California as applied to contracts entered into and performed entirely within California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers or representatives.

MOUNT SINAI SCHOOL OF MEDICINE

By /s/ Nathan Kase

Title Dean

VECTOR

By /s/ L. Read

Title Chairman and CEO

EXHIBIT A

COMMON STOCK ISSUANCE AGREEMENT

This Agreement is made as of the____ day of _____, 1993, by and between Vector Pharmaceuticals, Inc., a California corporation (the "Corporation"), and Mount Sinai School of Medicine ("Mount Sinai").

WITNESSETH:

WHEREAS, the Corporation desires to issue, and Mount Sinai desires to purchase Common Stock of the Corporation as herein described, on the terms and conditions hereinafter set forth; and

WHEREAS, the issuance of Common Stock hereunder is in connection with and in consideration of the assignment by Mount Sinai of certain technology to the Corporation, as more fully set forth in that certain Technology Transfer Agreement of even date herewith (the "Technology Agreement").

NOW, THEREFORE, IT IS AGREED between the parties as follows:

1. Mount Sinai hereby agrees to purchase from the Corporation and the Corporation agrees to sell to Mount Sinai 175,000 shares of the Corporation's Common Stock (the "Common Stock") at $.05 per share, for an aggregate purchase

price of Eight Thousand Seven Hundred and Fifty Dollars ($8,750.00). Payment of the purchase price shall be made by the assignment to Mount Sinai of the "Property," as defined in and pursuant to the Technology Agreement. The parties agree that the value of the Property is equal to or greater than the aggregate purchase price of the Common Stock.

2. Mount Sinai acknowledges that it is aware that the Common Stock to be issued to it by the Corporation pursuant to this Agreement has not been registered under the Act, and that the Common Stock is deemed to constitute "restricted securities" under Rule 144 promulgated under the Securities Act of 1933, as amended (the "Act"). In this connection, Mount Sinai warrants and represents to the Corporation that Mount Sinai is purchasing the Common Stock for Mount Sinai's own account and Mount Sinai has no present intention of distributing or selling said stock except as permitted under the Act and Section 25102(f) of the California Corporations Code. Mount Sinai further warrants and represents that Mount Sinai has either (i) preexisting personal or business relationships with the Corporation or any of its officers, directors or controlling persons, or (ii) the capacity to protect its own interests in connection with the purchase of the Common Stock by virtue of the business or financial expertise of any professional advisors to Mount Sinai who are unaffiliated with and who are not compensated by the Corporation or any of its affiliates, directly or indirectly. Mount Sinai further acknowledges that the exemption from registration under Rule 144 will not be available for at least three years from the date of sale of the Common Stock unless at least two years from

the date of sale (i) a public trading market then exists for the Common Stock of the Corporation, (ii) adequate information concerning the Corporation is then available to the public, and (iii) other terms and conditions of Rule 144 are complied with; and that any sale of the Common Stock may be made only in limited amounts in accordance with such terms and conditions.

3. All certificates representing any shares of Common Stock subject to the provisions of this Agreement shall have endorsed thereon the following legends:

(a) THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE BEEN ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR ANY STATE SECURITIES LAWS. SUCH SECURITIES MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN EXEMPTION THEREFROM UNDER SAID ACT AND ANY APPLICABLE STATE SECURITIES LAWS.

(b) THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO A RIGHT OF FIRST REFUSAL OPTION IN FAVOR OF THE CORPORATION AND/OR ITS ASSIGNEE(S), AS PROVIDED IN THE BYLAWS OF THE CORPORATION.

(c) Any legend required to be placed thereon by appropriate Blue Sky officials.

4. Without in any way limiting the foregoing, Mount Sinai further agrees that it shall in no event make any disposition of all or any portion of the Common Stock which it is purchasing unless and until:

(i) There is then in effect a registration statement under the Act covering such proposed disposition and such disposition is made in accordance with said registration statement; or

(ii) (a) It shall have notified the Corporation of the proposed disposition and shall have furnished the Corporation with a detailed statement of the circumstances surrounding the proposed disposition, (b) it shall have furnished the Corporation with an opinion of its own counsel to the effect that such disposition will not require registration of such shares under the Act, and

(c) such opinion of its counsel shall have been concurred in by counsel for the Corporation, such concurrence not to be unreasonably withheld, and the Corporation shall have advised it of such concurrence.

5. Subject to the provisions of Sections 3 and 4, the shares of the Corporation's Common Stock acquired hereunder are transferable, in whole or in part, without charge to the holder hereof (except for transfer taxes), upon surrender of the certificate representing such shares, properly endorsed; PROVIDED, HOWEVER, that the Corporation's Bylaws provide for a right of first refusal in favor of the Company with respect to all sales, assignments, pledges or transfers of shares of stock of the Company or any interest therein. The Company agrees, however, that transfers of the Common Stock acquired hereunder to any person or entity listed on Schedule 1 (the "Permitted Transferees") hereto shall not be subject to such right of first

refusal and hereby waives any such rights with respect thereto, provided that any subsequent transfer by any of the Permitted Transferees shall nonetheless be subject to such right of first refusal.

6. The Corporation shall not be required (i) to transfer on its books any shares of Common Stock of the Corporation which shall have been sold or transferred in violation of any of the provisions set forth in this Agreement or

(ii) to treat as owner of such shares or to accord the right to vote as such owner or to pay dividends to any transferee to whom such shares shall have been so transferred.

7. Mount Sinai hereby agrees that for a period of not less than 90 days and up to a maximum of 180 days following the effective date of the first registration statement of the Corporation covering Common Stock (or other securities) to be sold on its behalf in an underwritten public offering, it shall not, to the extent requested by the Corporation and any underwriter, sell or otherwise transfer or dispose of (other than to donees who agree to be similarly bound) any Common Stock of the Corporation held by it at any time during such period except Common Stock included in such registration; provided,

however, that all officers and directors of the Corporation who hold securities of the Corporation or options to acquire securities of the Corporation enter into similar agreements.

In order to enforce the foregoing covenant, the Corporation may impose stop-transfer instructions with respect to the Common Stock held by Mount Sinai (and the shares or securities of every other person subject to the foregoing restriction) until the end of such period.

8. The parties agree to execute such further instruments and to take such further action as may reasonably be necessary to carry out the intent of this Agreement.

9. Any notice required or permitted hereunder shall be given in writing and shall be deemed effectively given upon personal delivery or delivery by express courier, or four days after deposit in the United States Post Office, by registered or certified mail with postage and fees prepaid, addressed to the other party hereto at its address hereinafter shown below its signature or at such other address as such party may designate by ten days' advance written notice to the other party hereto.

10. This Agreement shall be governed by the laws of the State of California and interpreted and determined in accordance with the laws of the State of California, as such laws are applied by California courts to contracts made and to be performed entirely in California by residents of that state.

11. This Agreement shall inure to the benefit of the successors and assigns of the Corporation and, subject to the restrictions on transfer herein set forth, shall be binding upon Mount Sinai, its successors and assigns.

12. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

VECTOR PHARMACEUTICALS, INC.

By_____

J. Leighton Read

Address: 1815 Old County Road

Belmont, CA 94002

MOUNT SINAI SCHOOL OF MEDICINE

By_____

Address:_____

4.

CONFIDENTIAL TREATMENT REQUESTED

SCHEDULE 1

PERMITTED TRANSFEREES

[

]

CONFIDENTIAL TREATMENT REQUESTED

EXHIBIT B

PATENTS AND PATENT APPLICATIONS

DESCRIPTION OF PROPERTY

1. [

]

2. [

]

CONFIDENTIAL TREATMENT REQUESTED

3. [

]

4. [

]

CONFIDENTIAL TREATMENT REQUESTED

EXHIBIT C

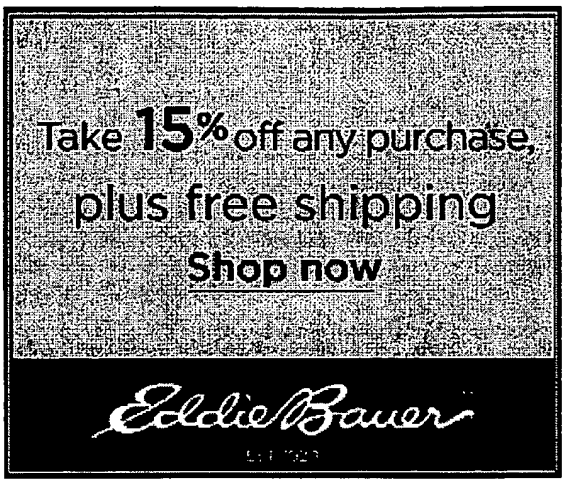
1. [

]

2. [

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[For the current versions of Exhibits D-1, D-2, and D-3
of the Mount Sinai Agreement, see Exhibits 4.3, 4.4, 4.5, and 4.6
to the Registration Statement on Form S-1 filed with the SEC
on behalf of Aviron on June 5, 1996.]



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EXHIBIT B

PATENTS AND PATENT APPLICATIONS

DESCRIPTION OF PROPERTY

1. **RECOMBINANT NEGATIVE STRAND RNA VIRUS EXPRESSION SYSTEMS AND VACCINES**

Peter Palese, Mark Krystal and Jeffrey Parvin

6923-002: Serial No. 07/399,728
Filing Date: 08/28/89 (abandoned)

6923-003: CIP Serial No. 07/440,053
Filing Date: 11/21/89 (abandoned)

6923-004: CIP Serial No. 07/527,237
Filing Date: 05/22/90
U.S. Pat. No. 5,166,057;
granted: 11/24/92

6923-025: DIV Serial No. 07/925,061
Filing Date: 08/04/92

Foreign Filing Costs:

2.

N60?

A428892

1819307

EXHIBIT 3

CERTIFICATE OF AMENDMENT OF AMENDED AND RESTATED ARTICLES OF INCORPORATION OF VECTOR PHARMACEUTICALS, INC.

FILED
In the office of the Secretary of State
of the State of California
FEB 25 1993
MARCH FONG EU, Secretary of State

J. Leighton Read and Alan C. Mendelson certify that:

1. They are the Chief Executive Officer and the Secretary, respectively, of Vector Pharmaceuticals, Inc., a California corporation (the "Corporation").

2. Article I of the Amended and Restated Articles of Incorporation of the Corporation is amended to read in full as follows:

"I.

The name of this corporation is Aviron."

3. The foregoing amendment of the Corporation's Amended and Restated Articles of Incorporation has been duly approved by the Board of Directors.

4. The foregoing amendment of the Corporation's Amended and Restated Articles of Incorporation has been duly approved by the required vote of shareholders in accordance with Section 902 of the California Corporations Code. The total number of outstanding shares of the Corporation is 8,240,000. The number of shares voting in favor of the amendment equaled or exceeded the vote required. The percentage vote required was more than 50%.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this Certificate are true and correct of our own knowledge.

Dated as of February 25, 1993.

J. Leighton Read, Chief Executive Officer

Alan C. Mendelson, Secretary

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